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ESKANOS & ADLER, IRWIN J. ESKANOS, DONALD R. STEBBINS, JEFF DANIEL AND  
JEROME M. YALON, JR.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

MICHAEL S. CANLAS, an Individual, on behalf  
of himself and all others similarly situated

Case No.: C05 00375 JF

**Plaintiff,**

v.

~~[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
SETTLEMENT~~

ESKANOS & ADLER, P.C.; IRWIN J.  
ESKANOS; DONALD R. STEBBINS; JEFF  
DANIEL; and JEROME M. YALON, JR.,  
Individuals.

Date: June 16, 2006  
Time: 9:00 a.m.  
Courtroom: 3

#### **Defendants.**

This case comes before the Court on the Joint Motion of Plaintiff Michael S. Canlas, on behalf of himself and the class he represents, and defendants Eskanos & Adler, P.C., Irwin J. Eskanos, Donald R. Stebbins, Jeff Daniel, and Jerome M. Yalon, Jr. (hereinafter "Defendants" or "E & A") for preliminary approval of the Class Action Settlement Agreement. The Court is fully advised of the following premises of the proposed Class Settlement.:

A. Plaintiff and Defendants have entered into a Class Action Settlement Agreement (“Settlement Agreement”), attached to the Joint Motion as Exhibit 1.

B. The Settlement Agreement is submitted to the Court for approval pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

C. Pursuant to the Settlement Agreement, E & A will pay \$51,637.40 as purported statutory damages to be divided equally among the class members with deliverable addresses as



1 determined by the class administrator.

2 D. Pursuant to the Settlement Agreement, E & A will pay notice costs upon preliminary  
3 approval of class settlement.

4 E. Pursuant to the Settlement Agreement, E & A will pay \$3,500 to Plaintiff Michael S.  
5 Canlas inclusive of all purported damages, actual and statutory.

6 F. Pursuant to the Settlement Agreement, E & A will pay reasonable attorneys' fees and  
7 costs to be determined by the Court, absent an agreement by the parties.

8 G. Pursuant to the Settlement Agreement, any monies which are not claimed by class  
9 members through the presentment of a settlement check will be given to Legal Services of Northern  
10 California for use in consumer education or representation as a *cypres* fund.

11 H. Pursuant to the Settlement Agreement, Plaintiff and each class member not opting out  
12 of the class shall, as of the Effective Date, be deemed to release and discharge forever Defendants and  
13 their heirs, current and former officers, directors, successors, predecessors, executors, administrators,  
14 assigns, shareholders, affiliated companies, insurers, attorneys and employees, from all claims,  
15 controversies, liabilities, actions and causes of action made in this litigation. This release is  
16 conditioned upon the performance by Defendants of their obligations toward Plaintiff and the class  
17 members as set forth in the Settlement Agreement. E & A does not release any obligation by any  
18 debtor to any E & A client or to E & A.

19 I. Pursuant to the Settlement Agreement, any class member can seek to be excluded from  
20 this Settlement Agreement and from the class, within the time and in the manner provided by this  
21 Court Order. Any class member so excluded shall not be bound by the terms of the Settlement  
22 Agreement nor entitled to any of its benefits.

23 IT IS HEREBY ORDERED THAT:

24 1. Pursuant to Rule 23, this case is certified as a class action. The class is defined as follows:

25 (i) all persons with addresses in the State of California (ii) to whom  
26 collection letters in the form of Exhibit C or F attached to the Complaint,  
27 (iii) were sent by Eskanos & Adler, P.C.; Irwin J. Eskanos; Donald R.  
28 Stebbins; Jeff Daniel; and/or Jerome M. Yalon, Jr. in an attempt to  
collect a debt incurred for personal, family, or household purposes (iv)  
and were sent within 23 days of the sending of an initial collection letter  
by Eskanos & Adler, P.C.; Irwin J. Eskanos; Donald R. Stebbins; Jeff

1 Daniel; and/or Jerome M. Yalon, Jr., and (v) and were sent within the  
 2 period of January 25, 2004, through April 5, 2005.

3 The parties have interpreted "in the form of Exhibits C or F attached to the Complaint" as used  
 4 above in the class definition to mean letters that were worded as Exhibits C or F, and that were  
 5 addressed to California residents and referenced debts owed by these California residents to the  
 6 creditors identified in the letter.

7 2. Michael S. Canlas is appointed as the class representative, and Ronald Wilcox and O. Randolph  
 8 Bragg are appointed as class counsel.

9 3. The Class Action Settlement Agreement (Exhibit 1) is preliminarily approved.

10 4. The names and addresses of all class members shall be provided by defendants to the class  
 11 administrator within 30 days of the date of entry of this order.

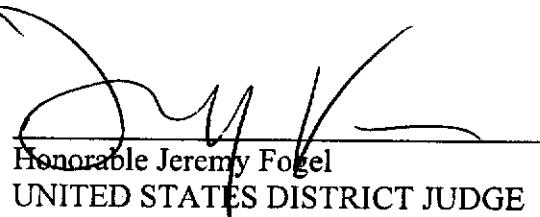
12 5. A Class Notice in a substantially similar form as Exhibit A attached to the Settlement  
 13 Agreement shall be mailed to each class member as described in the settlement agreement within 60  
 14 days of the date of entry of this order.

15 6. All opt-outs, motions to intervene in, and objections to the proposed class action settlement  
 16 shall be postmarked within 60 days of the date of mailing of the class notice.

17 7. The Final Fairness Hearing will be conducted before the Honorable Jeremy Fogel, at the U.S.  
 18 District Court for the Northern District of California, San Jose Division, 280 South First Street, San  
 19 Jose, California, in Courtroom 3 on Nov. 17, 2006, at 9:00 am.. (The parties suggest the date  
 20 be at least 4 ½ months after the entry of this order.)

21 8. Barring an agreement between the parties, Plaintiff shall file a motion for an award of costs and  
 22 reasonable attorneys' fees no later than 14 days after final judgment has been entered, after final  
 23 approval of class settlement.

24 DATE: 6-10-06



Honorable Jeremy Fogel  
UNITED STATES DISTRICT JUDGE